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Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In re Applications of )  
 )  
CHEYENNE MOUNTAIN PUBLIC ) File No. BNPED-20071022AFR  
BROADCAST HOUSE, INC. ) Facility ID 173616  
 )  
1 A CHORD, INC. ) File No. BNPED-20071022BIR ✓  
 ) Facility ID 177128

To: Secretary, Federal Communications Commission  
Attention: Liz Robinson, Audio Division, FCC

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

Cheyenne Mountain Public Broadcast House, Inc. ("Cheyenne") and 1 A Chord, Inc. ("1 A Chord") pursuant to Section 73.3525 of the Commission's Rules, and the Commission's Public Notice, Public Notice, DA 07-4571, released November 8, 2007 (the "NCE Settlement Public Notice"), respectfully request that the Commission: (i) grant this Joint Request for Approval of Settlement Agreement ("Joint Request"); (ii) approve the settlement as proposed herein and in the Settlement Agreement attached hereto as Exhibit A; and (iii) place on Public Notice for acceptance the application of Cheyenne for Salida, Colorado, as amended and the application of 1 A Chord for Pitkin, Colorado, as amended. In support of this Joint Request, the parties hereto respectfully submit the following:

1. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement by and between Cheyenne and 1 A Chord (the "Settlement Agreement"), pursuant to which Cheyenne will amend its Salida application, 1 A Chord will file a contingent amendment for its Pitkin application and 1 A Chord will pay to Cheyenne the sum of \$750.00 as partial reimburse for its expenses incurred in

preparing the amendment, the Settlement Agreement and the Joint Request. If the Commission needs any additional supporting documentation, the parties will submit to the Commission any additional documentation that such parties may have that is required.

2. The settlement proposed in the Settlement Agreement is permitted under Section 73.3525 of the Commission's rules, and the NCE Settlement Public Notice. See NCE Settlement Public Notice at 2-3. The Settlement Agreement includes all of the certifications required by Section 73.3525(a), see Section 73.3525(a), but if any additional certification or other documentation may be required the parties would provide such certifications or documentation promptly upon request.

3. The Settlement Agreement and this Joint Request are conditioned upon the Commission issuing an order (or orders) (i) granting this Joint Request, (ii) approving the Settlement Agreement, (iii) accepting the amended Cheyenne and 1 A Chord applications in Salida and Pitkin, respectively, for filing and (iv) such order (or orders) becoming a final order (or orders) no longer subject to administrative or judicial review, reconsideration, or appeal. The parties submit that grant of this Joint Request would serve the public interest by facilitating the Commission's resolution of the two referenced applications, allowing the initiation of new NCE radio broadcast service. Therefore, prompt action on this Joint Request is requested.

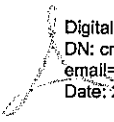
WHEREFORE, Cheyenne and 1 A Chord respectfully request that the Commission grant this Joint Motion, approve the Settlement Agreement and grant the amended applications of the parties for Salida and Pitkin.

Respectfully submitted,

CHEYENNE MOUNTAIN PUBLIC BROADCAST HOUSE, INC.

1 A CHORD, INC.

By: **Scott C.  
Cinnamon**  
\_\_\_\_\_  
Scott C. Cinnamon  
Counsel

 Digitally signed by Scott C. Cinnamon  
DN: cn=Scott C. Cinnamon, c=US,  
email=scott@cinnamonlaw.com  
Date: 2008.01.07 19:20:12 -05'00'

Law Offices of Scott C. Cinnamon, PLLC  
1250 Connecticut Ave., NW  
Suite 200-144  
Washington, DC 20036  
(202) 216-5798  
[Scott@Cinnamonlaw.com](mailto:Scott@Cinnamonlaw.com)

January 7, 2008

Joint Request Exhibit A  
**SETTLEMENT AGREEMENT**

**This SETTLEMENT AGREEMENT** (the "Agreement") is entered into as of January 6, 2008, by and between Cheyenne Mountain Public Broadcast House, Inc. ("Cheyenne") and 1 A Chord, Inc. ("1 A Chord").

**WHEREAS**, Cheyenne and 1 A Chord each have pending before the Federal Communications Commission ("FCC") mutually exclusive proposals for construction permits for new NCE-FM radio broadcast stations (i) Cheyenne has proposed a new NCE-FM station at Salida, Colorado (FCC File No. BNPED-20071022AFR, Facility ID No. 173616) (the "Salida Application"); and (ii) 1 A Chord has proposed a new NCE-FM station at Pitkin, Colorado (FCC File No. BNPED-20071022BIR, Facility ID No. 177128) (the "Pitkin Application"); and the parties have agreed to enter into this Agreement to resolve the mutual exclusivity between their proposals; and

**WHEREAS**, Cheyenne has agreed to amend its Salida Application by reducing power which will allow 1 A Chord to file a contingent amendment to its Pitkin Application the result of which will allow for both the amended applications to be granted; and

**WHEREAS**, 1 A Chord has agreed to compensate Cheyenne a portion of its expenses in consideration of Cheyenne's agreement to amend its Salida Application to reduce power;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Joint Request.** Prior to the close of business on January 7, 2008, the parties shall transmit to the FCC and prosecute in good faith a Joint Request for Approval of Settlement (the "Joint Request"), asking the FCC issue an order (or orders) approving the terms of this Settlement Agreement and granting the amended Salida and Pitkin Applications.

The parties to this Agreement shall cause the timely preparation and filing of all documentation needed to properly support the Joint Request, and each party shall fully cooperate with each other and the FCC by expeditiously and completely providing any additional information that may be requested by the FCC. No party to this Agreement shall take any action adverse to this Agreement; the Joint Request, or the prosecution and ultimate grant of the amended Salida and Pitkin Applications. Except as otherwise provided herein, each party shall be responsible for paying its own costs incurred with respect hereto.

**2. Settlement Amount.** 1 A Chord has agreed to pay to Cheyenne the sum of Seven Hundred and Fifty Dollars (\$750.00) in consideration of the expenses incurred by Cheyenne to implement Cheyenne's agreement to amend its Salida Application to reduce power.

**3. Representations and Warranties.** The parties to this Agreement and their signatories each represent and warrant that they: (i) have the full right and legal authority to execute and deliver this

Agreement and to consummate the transactions contemplated hereunder; (ii) are under no restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and performing their obligations hereunder; and (iii) will not take any action, or fail to take any required action, which may hinder the consummation of the transaction contemplated by this Agreement. The representations and warranties of the parties shall survive completion of performance under or termination of this Agreement.

**4. Conditions Precedent.** This Agreement is expressly conditioned upon the FCC issuing an order (or orders): (i) approving this Agreement; (ii) granting the Joint Request; (iii) the acceptance for filing and ultimate grant by the Commission of the amended Salida and Pitkin Application; and (v) each of the order or orders regarding the foregoing becoming a Final Order.

**5. Compliance With FCC Settlement Restrictions.** By their signatures on this Agreement, each of Cheyenne and 1 A Chord hereby certify to the other and to the FCC, under penalty of perjury, that the settlement proposed by this Agreement fully complies with Section 311(c) of the Communications Act, 47 U.S.C. § 311(c), and Section 73.3525 of the FCC's rules, 47 C.F.R. § 73.3525. Affidavits supporting this certification are attached to this Agreement.

**6. Default.** The breach or failure to perform by any party to this Agreement of any material covenant, action, condition or provision required under this Agreement, and the continuance of such breach or failure for a period of ten (10) days after notice has been given by the other party, shall constitute a default under this Agreement. If, as the result of an alleged breach or failure to perform by any party of its obligations under this Agreement, any other party employs an attorney to enforce or defend any of the rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such action, including but not limited to reasonable attorneys' fees.

**7. Notices.** Except as otherwise provided herein, all notices, statements or other documents which are required or contemplated by this Agreement shall be in writing, and shall be either: (i) personally served, effective upon the date of service; or (ii) mailed, postage prepaid, by certified or registered mail or overnight courier, return receipt requested, effective upon the date of receipt; and sent to such person as specified below or as later specified by notice by and to the parties, as follows:

If to Cheyenne:

Cheyenne Mountain Public Broadcast House, Inc.  
c/o Ms. Jeanna Wearing  
1921 North Weber Street  
Colorado Springs, CO 80907-6903

With a copy which shall not constitute notice to:

Scott C. Cinnamon  
Law Offices of Scott C. Cinnamon, PLLC  
1250 Connecticut Ave., N.W.  
Suite 200, # 144  
Washington, D.C. 20036  
Facsimile No. 202-379-9754

If to 1 A Chord:

1 A Chord, Inc.  
P.O. Box 217  
Gainesville, TX 76241

**8. Miscellaneous.** This Agreement constitutes the only agreement between the parties hereto with respect to the subject matter hereof, and contains all of the terms and conditions agreed to with respect to said subject matter, and supersedes any prior negotiations, agreements, or understandings between the parties. This Agreement shall not be modified, changed, altered or amended except in writing, signed by the party against which enforcement is sought. The express or implied waiver or forbearance from enforcement of any provision of this Agreement by any party shall not obligate that party to waive or forbear from enforcing the same or any other provision on any other occasion. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado applicable to transactions conducted entirely within that jurisdiction. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement shall be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties.

**9. Counterparts.** This Agreement may be signed in one or more counterparts, each constituting an original with full force and effect, but all constituting one and the same agreement. Facsimile copies of any signature on this proposal shall be deemed and treated as if the facsimile signature is an original signature, with full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**CHEYENNE MOUNTAIN PUBLIC BROADCAST HOUSE, INC.**

By: \_\_\_\_\_

**1 A CHORD, INC.**

By \_\_\_\_\_

If to 1 A Chord:

1 A Chord, Inc.  
P.O. Box 217  
Gainesville, TX 76241

**8. Miscellaneous.** This Agreement constitutes the only agreement between the parties hereto with respect to the subject matter hereof, and contains all of the terms and conditions agreed to with respect to said subject matter, and supersedes any prior negotiations, agreements, or understandings between the parties. This Agreement shall not be modified, changed, altered or amended except in writing, signed by the party against which enforcement is sought. The express or implied waiver or forbearance from enforcement of any provision of this Agreement by any party shall not obligate that party to waive or forbear from enforcing the same or any other provision on any other occasion. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado applicable to transactions conducted entirely within that jurisdiction. If any provision of this Agreement is declared unlawful or unenforceable by a court or administrative agency of competent jurisdiction, then this Agreement shall be read and enforced with the offending provision deleted as if it had never been incorporated herein and with a substitute provision intended to accomplish to the maximum extent possible the intent of the parties.

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**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date and year first above written.

**CHEYENNE MOUNTAIN PUBLIC BROADCAST HOUSE, INC.**

By  \_\_\_\_\_  
**1 A CHORD, INC.**

By \_\_\_\_\_

If to 1 A Chord:

1 A Chord, Inc.  
P.O. Box 217  
Gainesville, TX 76241

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CHEYENNE MOUNTAIN PUBLIC BROADCAST HOUSE, INC.**

By: \_\_\_\_\_

**1 A CHORD, INC.**

By

*Mary Fay Jackson*



**DECLARATION**

I, Jeanna Wearing, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, do hereby declare that:

- 1 I am General Manager of broadcasting operations for Cheyenne Mountain Public Broadcast House, Inc. Cheyenne filed an application for a new NCE-FM station at Salida, Colorado.
- 2 The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications filed for NCE-FM stations in the most recent NCE-FM filing window.
- 3 The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal, withdrawal or modification of any application.
- 4 The Settlement Agreement is the only agreement, written or oral, in connection with this matter.
- 5 Cheyenne has been promised a partial reimbursement of its legitimate and prudent out-of-pocket expenses in the amount of \$750.00 from 1 A Chord, Inc. Neither Cheyenne nor its principals have received nor been promised any other monies or other consideration.
- 6 The Settlement Agreement sets forth the exact nature and amount of any consideration to be paid or promised.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 7th day of January, 2008.

**CHEYENNE MOUNTAIN PUBLIC BROADCAST  
HOUSE, INC.**

By:   
Jeanna Wearing  
January 7th, 2008

**DECLARATION**

I, Mary Fay Jackson, under penalty of perjury and pursuant to Section 1.16 of the Commission's Rules, do hereby declare that:

1 I am a Director of 1 A Chord, Inc. 1 A Chord filed an application for a new NCE-FM station for Pitkin, Colorado.

2 The Settlement Agreement to which this Declaration is attached would serve the public interest by conserving Commission resources in evaluating the mutually exclusive applications filed for NCE-FM stations in the NCE-FM Filing Window.

3 The Application was not filed for the purpose of reaching or carrying out the Settlement Agreement or any agreement with any other applicant regarding the dismissal or withdrawal of any application.

4 The Settlement Agreement is the only agreement, written or oral, in connection with this matter.

5 1 A Chord has promised to pay Cheyenne Mountain Public Broadcast House, Inc. the sum of \$750.00 as partial reimbursement of its legitimate and prudent out-of-pocket expenses in fulfilling its obligations under the Settlement Agreement between the parties. Neither 1 A Chord nor its principals have received or been promised or paid or promised to pay any other money or other consideration.

6 The Settlement Agreement sets forth the exact nature and amount of any consideration to be paid or promised.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief. Executed this 7th day of January, 2008.

**A 1 CHORD, INC.**

By: Mary Fay Jackson